

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

## CONTRACT



**Vendor ID 0000006698**  
**Resolution Inc**  
**327 Holly CT**  
**Williston VT 05495**  
**USA**

<b>Contract ID</b> 0000000000000000000016843		Page 1 of 2
<b>Contract Dates</b> 04/01/2010 to 03/31/2012		<b>Origin</b> CP
<b>Description:</b> CP-STORAGE, DISTR., FULFILLMEN		<b>Contract Maximum</b> \$175,000.00
<b>Buyer Name</b> Laraway, Elizabeth	<b>Buyer Phone</b> 828-4658	<b>Contract Status</b> Approved

**Phone #: 802/862-8881**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		STORAGE, DISTRIBUTION AND FULFILLMENT	EA	0.01000	0.00	0.00

### CONTRACT TERMS AND ADDITIONAL INFORMATION

#### STANDARD CONTRACT FOR SERVICES

1. Parties. This is a contract for services between the State of Vermont, (hereafter called "State"), and Resolution Inc with its principal place of business in Williston, VT, (hereafter called "Contractor"). Contractor's form of business organization is a corporation. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject of Storage, Distribution and Fulfillment. Detailed services to be provided by the contractor are described in Attachment A.

3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$175,000.00.

4. Contract Term. The period of contractor's performance shall begin on April 1, 2010 and end on March 31, 2012.

5. Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is not required.
- Approval by the CIO/Commissioner DII is not required.

6. Amendment. This agreement represents the entire agreement between the parties; No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. Cancellation. This contract may be canceled by either party by giving written notice at least 30 days in advance.

8. Attachments. This contract consists of 19 pages including the following attachments which are incorporated herein:

Attachment A - Specifications of Work to be Performed

Attachment B - Payment Provisions

Attachment C - Standard State Provisions for Contracts and Grants- a preprinted form (revision date 01/08/09)

Attachment D - Vendor Compliance Program

9. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B
- (5) Attachment D

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[illegible]

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the CONTRACTOR

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name : \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_